

NORTH CAROLINA

ASSET PURCHASE AGREEMENT

CRAVEN COUNTY

THIS **ASSET PURCHASE AGREEMENT** (this "Agreement") is entered into as of the ___ day of September, 2014 (the "Effective Date") by and between **CRAVEN COUNTY**, a North Carolina body politic and corporate ("Seller"), and **PRUITTHEALTH HOME HEALTH, INC.**, a Georgia corporation ("Purchaser").

BACKGROUND AND PURPOSE

Seller provides home health and related services in Craven County, North Carolina. Purchaser is duly authorized to do business in the State of North Carolina, and Seller desires to sell certain assets relating to the provision of home health agency services to Purchaser, and Purchaser has agreed to purchase the same on and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Seller and Purchaser agree as follows:

1. Sale and Transfer of Assets. In compliance with the terms of N.C. Gen. Stat. §131E-13, and subject to the terms and conditions of this Agreement, Seller shall sell, and Purchaser shall purchase for the consideration set forth herein, the assets solely related to Seller's home health agency business, operated as a division of the Craven County Public Health Department and licensed as Craven County Home Health Agency (Medicare Provider Number 34-7026; Medicaid Provider Number 3407026, if determined to be transferrable) (the "Business"), excluding the Excluded Assets (defined below), but otherwise including, without limitation, all of the property described as follows (collectively, the "Assets"):

(a) All of Seller's right, title, and interest in and to those certain medical records of the clients of the Business (the "Clients") as described in that certain Medical Record Custodian Agreement designating Purchaser as custodian, including paper records and electronic records (together, the "Client Records"), subject to the rights of the Clients to authorize the transfer of the Client Records, the Clients' right of access to the information contained in their records, if applicable, and subject to all privacy and confidentiality requirements imposed by state or federal law or regulation;

(b) Subject to any required consents or approvals, as applicable, and to the extent assignable, the certificate of need (or equivalent), all governmental and non-governmental provider numbers and agreements, including, but not limited to, Seller's Medicare provider agreement with the Centers for Medicare & Medicaid Services ("CMS"), as it relates to Medicare Provider Number 34-7026 ("Seller's Medicare Number"), and Seller's National Provider Identification number 1336448961 ("Seller's NPI Number") (collectively, "Seller's Home Health Provider Numbers and Agreements"). Seller's accreditation, and such other contracts and agreements as may be identified on Schedule 1(b) and other intangible rights of Seller necessary to operate the Business, in each case to the extent transferable to Purchaser;

(c) Seller's furniture, furnishings, and office equipment used in the operation of the Business, including that listed on Schedule 1(c), if any, as well as inventory (including, without limitation, any inventory located in Clients' homes and other locations where inventory has traditionally been located by Seller in the ordinary course of business, as well as medical supplies inventory), and medical supplies used in connection with the Business, together with any expenses or implied warranty (to the extent such warranties are transferred) by the manufacturers or sellers or any item thereof (the "Business Equipment and Supplies"); provided, however, the parties agree that the Business Equipment and Supplies do not include the desk top, lap top or other clinical point-of-care computer equipment and servers utilized in the operation of the Business. However, as of the Effective Date, Seller shall make all such computer equipment utilized in the Business available to the Buyer during the change of ownership process until issuance of the Tie-In Notice (as defined below) from CMS Region IV that is not utilized by the Seller's staff working in the hospice program;

(d) All client or prospective client lists, mailing lists, subscriber and advertiser lists, subscriptions or processes, technical data, inventory records, budgets, supplier records, billing documents for clients of Seller used in or relating to the Business;

(e) All advertising, editorial, marketing, promotional and ancillary materials used in or related to the Business;

(f) Except for the name "Craven County" or any variant thereof and all logos and marks associated therewith, all of the intellectual property of Seller used in connection with the operations of the Business, including, without limitation, the following: (i) all trademarks, service marks, trade and business names, logos (the "Marks") and all registrations relating thereto; (ii) all copyrighted works and registrations therefor; (iii) all customer or patient lists (including names and contact information), telephone numbers, and customer and patient calls that come to the Seller, on and after the Closing Date, desiring to be in contact with the Business; and (iv) the goodwill related to items (i) - (iii) of this subsection (f) and any royalty income therefrom accruing on or after the Closing Date (collectively, the "Intellectual Property"); and

(g) Any and all of Seller's goodwill in, and ongoing concern value of, the Business and the Assets.

Notwithstanding anything to the contrary herein, those assets of Seller specifically set forth on Schedule 1 (collectively, the "Excluded Assets") are not being sold hereunder and shall not be included in the term "Assets."

2. Requirements of Sale. Pursuant to N.C. Gen. Stat. §131E-13(a), following the Effective Time (as defined below), and for so long as Purchaser operates the Business and N.C. Gen. Stat. §131E-13 is not amended or deleted to permit the termination of the obligations set forth below as to this transaction, Purchaser shall:

(a) Continue to provide the same or similar home health services that Seller provided immediately prior to the Closing Date to individuals in need of such services;

(b) Ensure that indigent care is available to the population of the area served by the Business at levels related to need as previously demonstrated and determined mutually by Seller and Purchaser;

(c) Not enact financial admission policies that have the effect of denying essential medical services or treatment solely because of a patient's immediate inability to pay for the services or treatment;

(d) Ensure that admission to and services of the Business are available to beneficiaries of governmental reimbursement programs (Medicaid/Medicare) without discrimination or preference because they are beneficiaries of those programs; and

(e) Prepare an annual report to Seller that shows compliance with the requirements of this Section 2, which report shall be sent in accordance with Section 30(a) of this Agreement. The report shall provide a brief summary description of the type of home health services provided in such fiscal year. Subject to patient confidentiality requirements, the report shall indicate the total number of patients seen by the Business in such fiscal year and the number provided indigent care.

In the event Purchaser fails to substantially comply with these conditions, or if it fails to operate the Business open to the public and free of discrimination based on race, creed, color, sex, or national origin unless relieved of this responsibility by operation of law, or if Purchaser dissolves without a successor entity to carry out the terms and conditions of this Agreement, then all ownership and other rights in the Business, including the Assets associated with the Business, shall revert to Seller (subject to the provisions of Section 3); provided that any building, land, or equipment associated with the Business that Purchaser has constructed or acquired after the Effective Time may revert only upon payment to Purchaser of a sum equal to the cost less depreciation of such building, land, or equipment.

3. Reversion Procedures. If Seller believes that Purchaser has failed to substantially comply with the conditions listed in Section 2 above, Seller shall provide Purchaser written notice outlining the nature of such failure in accordance with Section 30(a) below. Purchaser thereafter shall have ninety (90) days to cure such non-compliance and/or to develop a plan to remediate any such non-compliance prospectively.

4. Disclaimer of Warranties. PURCHASER HAS HAD ACCESS TO ALL REQUESTED INFORMATION AND RECORDS OF THE BUSINESS RELEVANT FOR PURCHASER TO MAKE AN INFORMED DECISION TO ENTER INTO THIS AGREEMENT. IN ADDITION, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OTHER INSTRUMENT EXECUTED AND DELIVERED BY SELLER AT CLOSING, PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ASSETS (INCLUDING, WITHOUT LIMITATION, THE INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO). PURCHASER HAS CONDUCTED ALL NECESSARY DUE DILIGENCE, AND SELLER MAKES NO

REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE BUSINESS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OTHER INSTRUMENT EXECUTED AND DELIVERED BY SELLER AT CLOSING.

5. Accounts Receivable; Certain Receipts by Purchaser and Seller.

(a) Seller shall retain whatever right, title and interest it may have in and to all outstanding accounts receivable which relate solely to services performed during the period prior to and on the Closing Date. Seller shall have full authority to collect on such accounts receivable, and Purchaser shall have no obligation to collect any such account receivable on Seller's behalf. Seller acknowledges that Purchaser shall own and shall have the right and authority to collect on Purchaser's own behalf all accounts receivable arising from services provided by the Business after the Closing Date. Notwithstanding the foregoing, the Medicare Home Health accounts receivable for patients undergoing an episode of care as of the Effective Time (individually a "Patient" or collectively the "Patients") shall be allocated between Seller and Purchaser based on the days elapsed during the current episode as of and following the Effective Time. Consistent with the foregoing sentence, after the Closing and through such time as the Tie-In Notice is received, Purchaser agrees to provide Seller on a monthly basis a spreadsheet, organized by Patient, identifying the following: (i) episode start date, (ii) initial episode value used for the request for additional payment; (iii) episode end date, (iv) final episode value; (v) final episode payment; and (vi) proration calculations. Appropriate allocation of the amounts indicated on the spreadsheet shall be made to the relevant party on a monthly basis.

(b) Payments received by Purchaser on or after the Closing Date from third-party payors, including, but not limited to, Medicare, Medicaid, managed care and health insurance, shall be forwarded by Purchaser to Seller, along with the applicable remittance advice, within thirty (30) days after receipt thereof, if the applicable remittance advice identifies that such payment solely relates to the period on or prior to the Closing Date. In all other instances (except for those instances described in paragraph (d) below), including, without limitation, all instances in which the remittance advice does not specifically indicate the period to which a payment relates or in which there is no accompanying remittance advice, such payments shall be retained by and belong to Purchaser.

(c) Payments received by Seller from third-party payors, including, but not limited to, Medicare, Medicaid, managed care and health insurance, shall be forwarded by Seller to Purchaser within thirty (30) days following the end of the calendar month in which they are received if such payments specifically indicate on the accompanying remittance advice that such payments relate solely to the period after the Closing Date. In all other instances (except for those instances described in paragraph (d) below), including, without limitation, all instances in which the remittance advice does not specifically indicate the period to which a payment relates or in which there is no accompanying remittance advice, such payments shall be retained by and belong to Seller.

(d) If any payment relates to periods both prior to and on or after the Closing Date, the party receiving the payment shall forward the amount relating to the other party's operation (which amount shall be pro rata based on the total number of days of service set forth

on a remittance advice or applicable supporting records and documentation), along with the applicable remittance advice, if any, within thirty (30) days following the end of the calendar month in which the payment is received.

(e) The parties agree to meet on a monthly basis for up to six (6) months following the Closing to reconcile payments to ensure that the payment is remitted to the proper party. The provisions of paragraphs (a), (b) and (c) shall be employed only in the event that it cannot be reasonably determined which party is entitled to a payment.

(f) On the Closing Date, Seller shall provide Purchaser with an updated list of all active patients receiving services.

6. Purchase Price. In consideration of the sale and transfer of the Assets, Purchaser shall pay to Seller the sum of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) (the "Purchase Price"). In accordance with the Letter of Intent by and between Seller and Purchaser dated June 6, 2014, Purchaser delivered to Seller, as earnest money, Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Earnest Money") which shall be credited against the Purchase Price. At the Closing, Purchaser shall deliver to Seller the balance of the Purchase Price, after crediting the Earnest Money and subject to any prorations and adjustments set forth in this Agreement.

7. Closing. The closing of the transactions contemplated under this Agreement (the "Closing") shall be held at the office of Seller's Attorney on September 30, 2014 following the satisfaction or waiver of all closing conditions set forth in Sections 20 and 21 below, or such other time and place that the parties may agree (the "Closing Date"), effective as of 11:59 p.m. (EST time) on the Closing Date (the "Effective Time").

8. Seller's Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing Seller shall deliver to Purchaser:

(a) an executed Bill of Sale and Assignment (the "Bill of Sale") in substantially the form attached as part of Exhibit A hereto, conveying, as of the Effective Time, the Assets to Purchaser, free and clear of all claims, liabilities, obligations, liens, charges, security interests, and encumbrances;

(b) a certificate executed by an officer of Seller certifying as to the accuracy of its representations and warranties herein as of the Effective Date and as of the Closing in accordance with Section 20(a) and as to Seller's compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 20(b);

(c) updated versions of the patient lists referred to in Section 5(f);

(d) copies of all consents required to be obtained by Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby as required to be disclosed in Schedule 18(c); and

(e) an executed Lease Agreement (“Lease Agreement”) in substantially the form attached hereto as Exhibit B, by and between Seller and Purchaser, which provides Purchaser the right to occupy and use the space currently occupied by Seller for the Business until such time as the Tie-In Notice is received and Purchaser is lawfully permitted to relocate the Business, which Seller acknowledges is subject to receipt of all appropriate approvals from applicable governmental authorities.

9. Purchaser’s Closing Obligations. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing, Purchaser shall deliver to Seller:

(a) The balance of the Purchase Price, subject to any prorations and adjustments set forth in this Agreement, by wire transfer to Seller;

(b) A certificate executed by an officer of Purchaser certifying as to the accuracy of its representations and warranties herein as of the Effective Date and as of the Closing in accordance with Section 21(a) and as to Purchaser’s compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 21(b); and

(c) An executed Lease Agreement.

10. Additional Documents. From time to time, whether at or after the Closing and without further consideration, the parties shall execute and deliver such further instruments of conveyance and transfer and take such further action as either may reasonably request in order to convey and transfer the Assets and to document the transactions contemplated hereby. Purchaser and Seller each shall reasonably cooperate with the other in the timely completion of the documentation contemplated by this Agreement, as well as the other requirements of this Agreement, including such matters that may arise following the Closing. This Section 10 shall survive Closing.

11. Liabilities. All liabilities or obligations of Seller and all liabilities or obligations relating to or arising out of the Business, including, but not limited to, (i) any liabilities or obligations associated with amounts payable to or by Seller, (ii) any liabilities or obligations of Seller incurred or accrued with respect to periods, or relating to events occurring prior to the Effective Time arising under the terms of the Medicare, Medicaid, or any other third-party payor programs, including, without limitation, under Seller’s Home Health Provider Numbers and Agreements, (iii) any other liabilities or obligations of Seller incurred or accrued, or relating to the Assets or Seller’s operation of the Business prior to the Effective Time (including the Contracts (as defined in Section 18(n) below), and (iv) any other liabilities or obligations of Seller unrelated to the Business (whether incurred or accrued with respect to periods, or relating to events occurring prior to or after the Effective Time) are referred to as the “Retained Liabilities.” All of the Retained Liabilities will remain the sole responsibility of and will be retained, paid, performed and discharged solely by Seller. Seller shall retain and discharge in

the ordinary course all obligations of Seller, regardless of whether Purchaser provides Seller with any assistance in Seller's discharge of those liabilities and obligations.

12. Seller's Home Health Provider Numbers and Agreements. Except as set forth in Schedule 1, effective as of the Effective Time, Seller sells, assigns, and transfers to Purchaser, to the fullest extent permitted by law, all right, title, benefit, privileges, and interest in, to, and under Seller's Home Health Provider Numbers and Agreements, each to the extent transferable. By virtue of the assignment and assumption of Seller's Provider Numbers and Agreements, following the Effective Time, Purchaser is entitled to full and exclusive use of Seller's Home Health Provider Numbers and Agreements. Notwithstanding the foregoing, Purchaser shall not assume or be deemed to have assumed and shall not be responsible for any liability or obligation of Seller under Seller's Home Health Provider Numbers and Agreements with respect to periods on or prior to the Closing Date. Purchaser shall be solely responsible for the operation by Purchaser of the Business after the Closing Date and for any liabilities of Purchaser or the Business which arise out of Purchaser's operation of the Business after the Closing Date, including those arising from the use of Seller's Home Health Provider Numbers and Agreements after the Closing Date.

13. Bank Account and Flow of Funds.

(a) As of, at and following the Closing, Seller shall maintain a certain bank account for all Craven County departments including the Public Health Department, into which all deposits for accounts receivable and other rights of payment for goods and services provided by the Business are made (the "Existing Account"). Seller shall identify the Existing Account to Purchaser on or before the Effective Date.

(b) At and following the Closing, and consistent with Sections 5 and 16 hereof, Seller shall direct the financial institution at which the Existing Account is maintained to transfer by wire or EFT, at least weekly, but will endeavor to do so more frequently, all funds in the Existing Account that represent deposits for accounts receivable and other rights of payment for goods and services provided by the Business following the Effective Time into such financial institution account as Purchaser may designate. Seller and Purchaser shall establish a mutually acceptable process for accounting and tracking all deposits for goods and services provided by the Business following the Effective Time.

(c) If the financial institution at which the Existing Account is maintained provides any financing to Seller, Seller agrees to indemnify and make whole Purchaser should the financial institution seek to claim or offset funds in the Existing Account relating to the operation of the Business following the Effective Time (i.e., funds that should be transferred to Purchaser) against any obligation of Seller to the financial institution.

(d) Seller agrees that it will execute and deliver any additional documents or agreements, including but not limited to any additional documents or agreements required by any bank or other financial institution, necessary to effectuate this Section. Seller and Purchaser will work cooperatively and in good faith to promptly and accurately implement this Section.

(e) The periodic transfer of funds anticipated by this Section will continue at least until such time as the Tie-In Notice is issued and all Medicaid, Medicare and other EFTs have been transferred to an account established by Purchaser, and for any time thereafter as may be reasonably required to effectuate proper payment to Purchaser for goods and services provided by the Business following the Effective Time. The terms of this Section 13 shall survive Closing.

14. Employees.

(a) The parties agree that Purchaser may elect, but is not required as a part of this Agreement, to acquire any of the employees of Seller currently involved in the operation of the Business (sometimes referred to herein collectively as the “Employees”).

(b) Seller agrees to remain solely liable for all accrued benefits, paid time off, and other employee benefits or liabilities attributable to the service of any Employee while he/she is an employee of Seller. From and after the Effective Time, Seller shall also remain solely responsible for any and all benefit liability relating to or arising in connection with any applicable legal requirements to provide continuation of health care coverage to Employees and their covered dependents under any employee benefit plan with respect to Seller’s employment of the Employees. From and after the Effective Time, Seller shall remain solely responsible for any and all liability to or in respect of any Employees relating to or arising in connection with any and all claims for workers’ compensation benefits arising in connection with any occupational injury or disease occurring on or prior to the Closing Date. Seller shall be solely responsible for providing any notice and making any payments to any Employees required by Worker Adjustment and Retraining Notification Act or similar law as a result of the transactions contemplated by this Agreement, whether such notice is required to be given before or after the Closing Date.

(c) Except as expressly set forth herein, Purchaser shall not assume any liabilities with respect to any Employees or with respect to any employee benefit plan or any claim thereupon or related thereto. From and after the Effective Time, except as expressly set forth herein, Seller shall remain solely responsible for any and all liability with respect to the Employees relating to or arising in connection with or as a result of (i) the employment or the actual or constructive termination of employment of any such employee by Seller (including, without limitation, in connection with the consummation of the transactions contemplated by this Agreement), (ii) the participation in or accrual of benefits or compensation under, or the failure to participate in or to accrue compensation or benefits under, any employee benefit plan or other employee or retiree benefit or compensation plan, program, practice, policy, agreement, or arrangement of Seller, or (iii) accrued but unpaid compensation (including, without limitation, deferred compensation).

15. Cost Report Matters. Seller shall timely prepare, execute, and file all Cost Reports for periods ending on the Closing Date or required as a result of the consummation of the transactions set forth herein, including terminating cost reports for the Medicare and the Medicaid programs (the “Terminating Cost Reports”). The liabilities relating to or arising under cost reports for periods on or prior to the Closing Date shall accrue to, and be the responsibility of, Seller. Purchaser shall, promptly after receipt by Purchaser, forward to Seller any demand for payments relating to government cost report settlements, Seller’s cost reports, and/or any Seller

cost report reopened prior to the Effective Time. Seller agrees to deliver to Purchaser a copy of any action, order, notice (including, any notice of program reimbursement), or other correspondence from the fiscal intermediary, Medicare contractor, CMS, or North Carolina Department of Health and Human Services (“NCDHHS”) or any of its divisions or contractors received by Seller relating to Seller’s cost reports. Purchaser shall have all rights to (i) reopen any Seller cost report and any amounts receivable with respect to such reopened Seller cost reports, and (ii) appeal any determinations relating to government cost report settlements, Seller cost reports, and/or any reopened Seller cost report; provided, however, that Purchaser shall pay all cost report liability to the extent such liability is assessed against and payable by Seller solely as a result of Purchaser’s reopening of any of Seller’s cost reports. Seller shall have all rights to any additional payments received from the fiscal intermediary, Medicare contractor, CMS, or NCDHHS or any of its divisions or contractors relating to Seller’s cost reports for all periods prior to the Effective Time, provided that such additional payments are not the result of Purchaser reopening or appealing any such cost report, in which case Purchaser shall receive such additional payments. Seller shall retain the originals of all of Seller’s cost reports, correspondence, work papers, and other documents relating to Seller’s cost reports and/or government cost report settlements; however, Purchaser shall be permitted to have prompt access to all such originals at any reasonable time upon reasonable notice.

16. Misdirected Payments. Purchaser and Seller covenant and agree that Seller and Purchaser shall remit, with reasonable promptness, to the other any payments received, which payments are on or in respect of accounts or notes receivable owned by (or are otherwise payable to) Seller or Purchaser, as applicable. Notwithstanding the foregoing, Seller agrees to remit to Purchaser, within thirty (30) days of receipt by Seller, any payments received by Seller for services rendered by Purchaser after the Effective Time. Purchaser also agrees to remit to Seller, within thirty (30) days of receipt by Purchaser, any payments received by Purchaser for services rendered by Seller prior to the Effective Time. In addition, and without limitation, in the event of a determination by any governmental or third-party payor that payments to Seller for the Business resulted in an overpayment or other determination that funds previously paid by any program or plan related to the Business must be repaid, Seller shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered prior to the Effective Time, and Purchaser shall be responsible for repayment of said monies (or defense of such actions) if such overpayment or other repayment determination was for services rendered after the Effective Time.

(a) In the event that, following the Effective Time, Purchaser suffers any offsets against reimbursement under any third-party payor or reimbursement programs owed to Purchaser, relating to amounts owing under any such programs by Seller for services rendered prior to the Effective Time, Seller shall within thirty (30) days of receipt of a written demand from Purchaser pay to Purchaser the amounts so billed or offset. To the extent permitted by law, from the Effective Time to such date as: (i) CMS issues a tie-in notice to Purchaser with respect to the Business (the “Tie-In Notice”), Seller hereby grants Purchaser the right to submit claims, reports, documents and other information to CMS or its contractors using Seller’s Medicare Number, Seller’s Medicaid Number, Seller’s NPI Number, and other information as necessary to receive payment for such services, for services provided to patients through the Business during such period. Subject to the terms set forth in Section 5, Seller acknowledges and agrees that all

such receivables arising from services rendered after the Effective Time are the sole property of Purchaser.

(b) In the event that, following the Effective Time, Seller suffers any offsets against reimbursement under any third-party payor or reimbursement programs owed to Seller, relating to amounts owing under any such programs by Purchaser or any of its affiliates for services rendered after the Effective Time, Purchaser shall within thirty (30) days of receipt of a written demand from Seller pay to Seller the amounts so billed or offset.

(c) The terms of this Section 16 shall survive Closing.

17. Notice to Clients. Prior to the Effective Time, Purchaser and Seller shall jointly notify the Clients of the transactions contemplated by this Agreement. Neither Purchaser nor Seller shall send any notices to the Clients regarding this transaction without the other party's approval as to the content and manner of such notice, which approval shall not be unreasonably withheld, conditioned, or delayed.

18. Representations, Warranties and Covenants of Seller. To induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that:

(a) Organization and Good Standing. Seller is a North Carolina body politic and corporate, and has full power and authority to own the Assets and to carry on the Business as it is now being conducted.

(b) Authority. Seller has full power, authority, and legal capacity to enter into this Agreement and all other agreements relating thereto and to consummate the transactions contemplated hereby and thereby, and the execution, delivery, and performance of this Agreement does not constitute a breach or default under or conflict with any provision contained in any formation or governance documents of Seller or in any agreement, instrument, judgment, order, or laws to which Seller is a party or by which Seller is bound. This Agreement and all other agreements relating thereto have been duly executed and delivered by Seller and constitute valid and legally binding obligations of Seller, enforceable in accordance with their terms. All acts, conditions, and things necessary or required by the Constitution and laws of the State of North Carolina or otherwise to exist, happen, and be performed precedent to the execution and delivery of this Agreement do exist, have happened, and have been performed.

(c) Notices and Consents. Except as set forth in Schedule 18(c) Seller is not and will not be required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Agreement and all other agreements relating thereto or the consummation or performance of the transactions contemplated hereby and thereby. All notices and consents set forth on Schedule 18(c) have been obtained or, as to notices deliverable by Seller to Purchaser at Closing, have been obtained by Seller prior to the Closing Date as agreed to by Seller and Purchaser. Seller agrees to cooperate with Purchaser as requested by Purchaser in the preparation of notices or consents required by Purchaser to operate the Business.

(d) Changes in Representations and Warranties. All information of Seller furnished and to be furnished to Purchaser is and will be accurate as of the date of this Agreement and as of the Closing Date. None of the information contained in the representations and warranties of Seller set forth in this Agreement or in any of the exhibits, lists, documents, schedules, or other instruments delivered or to be delivered to Purchaser as contemplated by any provision of this Agreement contains or will contain any untrue statements of material fact or omissions. Throughout the period from the date of signing of this Agreement through and including the Closing Date, Seller shall give Purchaser prompt written notice of (i) any representation and warranty made by Seller in this Agreement which Seller hereafter learns was inaccurate or incorrect when originally made, (ii) any event, change, or occurrence which would make any representation or warranty of Seller inaccurate or incorrect as of the time of such event, change or occurrence, and (iii) any event, change, or occurrence which will or reasonably may be anticipated to prevent Seller from making the same representations and warranties as set forth herein on and as of the Closing Date. The giving of any such notices shall not limit or modify any rights of Purchaser hereunder arising in the case of a breach of a representation or warranty by Seller, and Purchaser shall have the right to terminate this Agreement at any time prior to Closing following receipt by Purchaser of any such notice of a materially inaccurate or incorrect representation or warranty.

(e) Assets. Seller owns and has, or will own and have as of the Effective Time, good and marketable title to the Assets, free and clear of all obligations, charges, security interests, conditional sales contracts, leases, claims, encumbrances, and liens whatsoever.

(f) Licenses. Authorizations and Provider Programs. Seller, with respect to the Assets and the Business, is: (i) the holder of all valid licenses and other rights, permits and authorizations required by any legal requirement or any governmental authority necessary to operate the Assets and the Business (collectively the “Governmental Authorizations”), (ii) certified for participation and reimbursement under Titles XVIII and XIX of the Social Security Act (the “Medicare and Medicaid Programs”) (The Medicare and Medicaid programs and such other similar federal, state, or local reimbursement or governmental programs for which Seller is eligible to receive payments on account of services provided by the Business are hereinafter referred to collectively as the “Government Programs”), and (iii) the holder of current provider agreements for such Government Programs. Set forth on Schedule 18(f) as to the Assets and the Business is a correct and complete list of all such licenses, permits and other authorizations, and provider agreements under all Government Programs, and each such license, permit, authorization and agreement is valid and in full force and effect. Seller is not in default under any such Governmental Authorizations or Government Programs, nor has Seller received in the three year period prior to the Effective Date any written notice from any governmental authority regarding any default under any such Governmental Authorizations or Government Programs, nor, to the knowledge of Seller, does any circumstance exist which with notice or the passage of time or both would result in such a default.

(g) Litigation. There are no claims, actions, suits, labor disputes or arbitrations, or legal or administrative proceedings or investigations pending against Seller for the Assets or the operation of the Business, and no such actions or proceedings have been commenced within the last three (3) years. To best of Seller’s knowledge, no such actions, suits,

labor disputes or arbitrations, or legal or administrative proceedings or investigations are contemplated or threatened against Seller for the Assets or the operation of the Business nor, to the best of Seller's knowledge, is there any basis therefore. To best of Seller's knowledge, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement by any person of any action, suit, proceeding or investigation against Seller relating to the Assets or the operation of the Business.

(h) Health Care Compliance.

(i) Seller is participating in or otherwise authorized to receive reimbursement from or is a party to agreements with the Government Programs. All necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked, or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture, exclusion, or non-renewal of any such programs. Seller has been and continues to be in compliance with the requirements of such program applicable thereto. Seller has delivered to Purchaser true, correct and complete copies of all agreements and cost reports relating to such programs. Seller has duly filed all cost reports required by Medicare and Medicaid and all such cost reports accurately reflect the information required to be included in such reports.

(ii) Seller has been and is currently in compliance, and is presently taking and will continue to take, until the Effective Time and for such additional periods of time after the Effective Time if Seller is in possession of medical records or other private medical information, all actions necessary to assure that it shall, on or before each applicable compliance date and continuously thereafter, comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act of the American Recovery and Reinvestment Act of 2009 ("HIPAA") and its implementing regulations, including without limitation, the Standards for Electronic Transaction and Code Set (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) and such other regulations that may, from time to time, be promulgated thereunder. Seller has not received any notice from any governmental authority that such governmental authority has imposed or intends to impose any enforcement actions, fines, or penalties for any failure or alleged failure to comply with HIPAA or its implementing regulations.

(iii) There are no liabilities with respect to, and there are no claims against Seller by any customer, client, insurer or third party payor with respect to, overpayments made to Seller in connection with the operation of the Business. Seller is not aware of any pending or threatened claims against Seller by any customer, client, insurer or third party payor for overpayments in connection with the operation of the Business. Seller has no outstanding liabilities associated with any third party audits or denials by any third party payors in connection with the operation of the Business.

(iv) All of Seller's Employees and independent contractors used in the operation of the Business are qualified, certified, and licensed, as applicable, to render the services they are rendering for the Business without restriction or limitation in such capacity in the State of North Carolina.

(i) Compliance with Law.

(i) Seller has conducted the Business so as to comply with, and is in compliance in all material respects with, all laws, statutes, regulations, rules and other requirements of any governmental authority applicable to it, including, without limitation, all laws, statutes and regulations related or incident to the licensure, credentialing and certification of providers of professional or technical medical services, physicians and health professionals, health and safety matters, employment and labor laws, health laws and regulations, and Medicare and Medicaid regulations.

(ii) There are no outstanding judgments, orders, writs or decrees of any judicial or other governmental authority binding specifically upon Seller or the Assets, other than judgments, orders, writs and decrees with which Seller has complied and which have no future applicability.

(j) Existing Account. Seller represents and warrants to Purchaser that Seller has directed the Government Programs to electronically deposit all payments owed by the Government Programs for services provided by the Business into the Seller's Existing Account, and Seller represents and warrants that the Government Programs do not (a) send any payments for services provided by the Business to any other entity or person, or (b) deposit (electronically or otherwise) any payments for goods and services provided by the Business into any bank account other than the Seller's Existing Account. Seller agrees that it will not change, cause to be changed, or permit to be changed, the instructions to the Government Programs regarding payments to the Account until (1) CMS issues the Tie-In Notice to Purchaser, (2) NCDHHS, through its Division of Medical Assistance or contractors, issues the approval of the change of ownership; and (3) Purchaser has received all payments due to Purchaser related to the operation of the Business after the Closing Date that were or are scheduled to be deposited into the Seller's Existing Account. Seller agrees that it shall execute and deliver any additional documents or agreements, including, but not limited to, any additional documents or agreements required by any bank or other financial institution, necessary to effectuate this provision. Notwithstanding the foregoing, Seller's representations hereunder grant Purchaser no legal rights in or to Seller's Existing Account; provided however this provision shall not be construed to restrict Seller's obligations or Purchaser's authorities as more specifically set forth in Section 13 of this Agreement.

(k) No Conflict. Except as set forth in Schedule 18(k) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will, directly or indirectly (with or without notice of lapse of time) (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject, or (ii) conflict with,

result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any lien upon any of its assets). Other than as specifically set forth in this Agreement, Seller does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the transactions contemplated by this Agreement.

(l) Covenant Related to Prior Approvals. Seller shall not at any time seek to avoid the transactions contemplated by this Agreement on the grounds of the failure of Seller to comply with the provisions of N.C. Gen. Stat. § 131E-13.

(m) Satisfaction of Conditions. Seller promptly shall proceed to satisfy all conditions set forth in Section 20 below, and shall notify Purchaser upon Seller's discovery or belief that Seller will be unable to meet such conditions.

(n) Contracts and Leases. Seller has delivered to Purchaser true and complete copies of all contracts, commitments, agreements (including agreements for the borrowing of money or the extension of credit), leases, licenses, understandings and obligations, whether written or oral, to which Seller is a party or by which Seller or the Assets is bound or affected, that are material to the operation of the Business (the "Contracts"). Each of the Contracts is valid, binding and enforceable in accordance with their terms and is in full force and effect. There are no existing defaults, and no events or circumstances have occurred which, with or without notice or lapse of time or both, would constitute defaults, under any of the Contracts. Each of the Contracts is a part of the Excluded Asset and the Retained Liabilities of Seller.

(o) Absence of Changes. Since June 6, 2014, Seller has conducted the operations of the Business only in the ordinary course, and has not:

- (i) Suffered any damage in excess of \$10,000 to any asset of the Business, whether or not covered by insurance;
- (ii) Sold or disposed of any assets used in the operation of the Business except for sales of inventory in the ordinary course of business, or suffered, permitted or incurred the imposition of any lien or encumbrance upon any of the Assets;
- (iii) Made any wage increase for the employees of the Business, individually or as a group, other than in the ordinary course of business, materially changed the size or composition of the Business's work force, entered into any union contract, or adopted any new pension, benefit or severance plan;
- (iv) Amended, terminated or given or received any notice with respect to any Contract relating to the conduct of the Business or the Assets;

- (v) Incurred any obligation or liability, except normal trade or business obligations incurred in the ordinary course of business;
- (vi) Suffered, permitted, committed or incurred any default in any liability or obligations which has resulted in or will result in liabilities, losses, damages, injuries or claims exceeding \$10,000 in the aggregate;
- (vii) Suffered any material adverse change in the condition (financial or otherwise), results of operations or business of the Business or the Assets, or any other event that might reasonably be expected to have a material adverse effect on the Business or the Assets; or
- (viii) Agreed, whether in writing or otherwise, to take any action described in this Section 18 (o).

(p) Non-Duplication of Services. For a period commencing on the Closing date and ending five (5) years therefrom, so long as Purchaser is in substantial compliance with the provisions of Section 2 of this Agreement, Seller agrees that neither it nor its sub-units of government shall, without the prior written consent of Purchaser (which consent may be withheld or granted in the sole discretion of Purchaser), directly or indirectly operate, or contract for the operation of, a home health agency (as defined at N.C. Gen. Stat. § 131E-176(12)) in competition with the Purchaser ("Duplicative Services"). Notwithstanding the foregoing sentence, Duplicative Services will not include any home health services being provided by any hospital the primary campus of which is in Craven County, or any home health agency or services existing as of Closing and identified on Schedule 18(p), if any. Provided, however, the provisions of this Paragraph 18(p) do not include or extend to the Seller's provision of licensed Hospice Agency services under NCGS 131E-200 (Hospice Licensure Act). Furthermore, Duplicative Services will not include the provision of palliative care services provided, or to be provided by Seller, for which a Home Care license is required pursuant to NCGS 131E-135-142 (Home Care Licensure Act) and 10A NCAC 13 (Home Care Agency Licensing Rules).

(q) Survival. This Section 18 shall survive Closing.

19. Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that:

(a) Organization and Good Standing. Purchaser is a Georgia corporation duly organized, validly existing, and authorized to transact business in the State of North Carolina.

(b) Due Authorization. Purchaser has full power, authority, and legal capacity to enter into this Agreement and all other agreements relating thereto and to consummate the transactions contemplated hereby and thereby, and the Purchaser's execution,

delivery, and performance of this Agreement and all other agreements relating thereto does not conflict with any provision contained in any governing document, agreement, instrument, judgment, order, or laws to which Purchaser is a party or by which Purchaser is bound. This Agreement and all other agreements relating thereto have been duly executed and delivered by Purchaser and constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms.

(c) Satisfaction of Conditions. Purchaser promptly shall proceed to satisfy all conditions set forth in Section 21 below, and shall notify Seller upon Purchaser's discovery or belief that Purchaser will be unable to meet such conditions.

(d) No Conflict. The execution, delivery, and performance of this Agreement does not conflict with any provision contained in the governing documents of Purchaser or with any provision of any agreement, instrument, judgment, order, or law to which Purchaser is a party or is subject or by which it is bound. This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms.

(e) Covenant Related to Prior Approvals. Purchaser shall not at any time seek to avoid the transactions contemplated by this Agreement on the grounds of the failure of Seller to comply with the provisions of N.C. Gen. Stat. § 131E-13.

(f) Survival. This Section 19 shall survive Closing.

20. Conditions to Purchaser's Performance. The obligations of Purchaser under this Agreement shall be subject to each of the following conditions, any one or more of which may be waived by Purchaser:

(a) All representations and warranties of Seller contained in this Agreement or in any other document delivered by Seller pursuant to this Agreement shall be true, correct, and complete on and as of the Effective Date and on and as of the Closing Date;

(b) Seller shall have observed, kept, or performed all of the terms and conditions of this Agreement to be observed, kept, or performed by Seller;

(c) Purchaser or Seller shall have received a determination by the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Certificate of Need Section, that Seller's sale, and Purchaser's acquisition, of the Assets is exempt from certificate of need review;

(d) Purchaser shall have received from the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section a home health license required by law to operate the Business as of Closing;

(e) Purchaser shall have received such other licenses, permits, and authorizations required by law to operate the Business as of Closing, except for such licenses,

permits, and authorizations that, due to the requirements of applicable law or regulation, Purchaser can obtain only after the Closing;

(f) Except as otherwise provided in this Agreement to the contrary, Seller shall have terminated, or transferred to other health department or other Craven County departments, the employment of the Employees working in the home health program, on or before the Effective Time; shall have made and remitted all proper deductions, remittances, and contributions for the Employees' wages, commissions, and salaries required of them under all applicable contracts, statutes, and regulations and, wherever required by such contracts, statutes, and/or regulations, all proper deductions and contributions from its own funds for such purposes; and shall have made all proper pension benefit pay-outs for the Employees in accordance with plan requirements and Seller's policies and procedures thereon. Seller shall perform all reporting duties in respect of all such wages, commissions, salaries, and other compensation and in respect of all such deductions and contributions. Purchaser assumes no liability for any amounts whatsoever which have been paid or should have been paid to or for the benefit of, or withheld from, any employee of Seller; and

(g) Seller shall have delivered the documents and instruments required by Section 8.

(h) Seller shall have used its best, good faith efforts, to expeditiously undertake all of its obligations contained herein.

21. Conditions to Seller's Performance. The obligations of Seller under this Agreement shall be subject to the following conditions, any one or more of which may be waived by Seller:

(a) All representations and warranties of Purchaser contained in this Agreement or in any other document delivered by Purchaser pursuant to this Agreement shall be true, correct, and complete on or as of the date when made and on or as of the Closing, as if made on the Closing;

(b) Purchaser shall have observed, kept, or performed all of the terms and conditions of this Agreement to be observed, kept, or performed by Purchaser;

(c) Seller shall have received from the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Acute and Home Care Licensure and Certification Section a hospice license required by law to continue operation of Seller's hospice business as of Closing;

(d) Purchaser shall have paid to Seller the balance of the Purchase Price; and

(e) Purchaser shall have delivered the documents and instruments required by Section 9.

(f) Purchaser shall have used its best, good faith efforts, to expeditiously undertake all of its obligations contained herein.

22. Termination.

(a) Termination Events. By written notice given prior to or at the Closing, subject to Section 22(b), this Agreement may be terminated as follows:

(i) by Purchaser, in the event a material breach of this Agreement has been committed by Seller and such breach has not been cured within thirty (30) days by Seller or waived in writing by Purchaser;

(ii) by Seller, in the event a material breach of this Agreement has been committed by Purchaser, and such breach has not been cured within thirty (30) days by Purchaser or waived in writing by Seller;

(iii) by Purchaser, if the satisfaction of any of the conditions to Purchaser's obligation to close the transactions contemplated hereby as set forth in Section 20 becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement), and Purchaser has not waived such condition in writing;

(iv) by Seller, if the satisfaction of any of the conditions to Seller's obligation to close the transactions contemplated hereby as set forth in Section 21 becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such condition in writing;

(v) by mutual written consent of Purchaser and Seller;

(vi) by Purchaser pursuant to Section 18(d); and

(vii) by Purchaser or Seller, if the Closing has not occurred on or before September 30, 2014, or such later date as the parties may agree upon in writing, unless the terminating party is in material breach of this Agreement.

(b) Effect of Termination. Each party's right of termination under Section 22(a) is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If the Agreement is terminated pursuant to Section 22(a), all obligations of the parties under this Agreement will terminate, except for obligations stated to survive such termination, and further provided that the obligations in this Section 22 will survive; provided, however, that if this Agreement is terminated by a party because of the breach of the Agreement by the other party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired. If the Closing occurs, the Earnest Money will be credited against the Purchase Price. If the Closing does not occur and this Agreement is terminated pursuant to Sections 22(a)(i), (iii), (v) (vi) or (vii), the Earnest Money shall be returned to Purchaser within

two (2) business days of the date of such termination. If the Closing does not occur and this Agreement is terminated pursuant to Sections 22(a)(ii) or (iv), the Earnest Money shall be retained by Seller.

23. Indemnification by Purchaser. Subject to the Indemnification Cap (as defined below), Purchaser agrees to indemnify Seller and hold Seller harmless from and against any and all losses, damages, costs, liabilities, and expenses (including all reasonable attorneys' fees) (collectively, "Losses") arising from claims by third parties, resulting from, or incident to:

- (a) Any breach by Purchaser of any of its obligations or duties under this Agreement or the incorrectness of any representation or warranty made by Purchaser in this Agreement or any document executed in connection herewith;
- (b) The operation of the Business by Purchaser on and after the Effective Time, including, but not limited to, billing practices, other than with respect to actions of Seller;
- (c) Any failure by Purchaser to comply materially with all laws, regulations, and orders applicable to its business and operations; and
- (d) Any and all professional liability incurred by Purchaser or Purchaser's employees on or after the Effective Time, other than with respect to actions of Seller.

Purchaser shall not be required to indemnify Seller under this Section 23 for any Losses that in the aggregate exceed the lesser of: (1) the Purchase Price; or (2) the FYE 2014 Medicare revenue (the "Indemnification Cap").

24. Indemnification by Seller. To the extent permitted by law and subject to the Indemnification Cap, Seller agrees to indemnify Purchaser and hold Purchaser harmless from and against any and all Losses arising from claims by third parties, resulting from, or incident to:

- (a) Any breach by Seller of any of its obligations or duties under this Agreement or the incorrectness of any representation or warranty made by Seller in this Agreement or any document executed in connection herewith;
- (b) The operation of the Business by Seller prior to the Effective Time including, but not limited to, billing practices, other than with respect to actions of Purchaser;
- (c) Any failure by Seller to comply materially with all laws, regulations, and orders applicable to the Business and its operations prior to the Effective Time;
- (d) Any Retained Liabilities; and
- (e) Any and all professional liability incurred by Seller or Seller's employees relating to the operation of the Business prior to the Effective Time, other than with respect to actions of Purchaser.

Seller shall not be required to indemnify Purchaser under this Section 24 for any Losses that in the aggregate exceed the Indemnification Cap.

25. Notice of Claim; Defense. Any party seeking to be indemnified hereunder (the “Indemnified Party”) shall, within thirty (30) days following discovery of the matters giving rise to a Loss, notify the party from whom indemnity is sought (the “Indemnity Obligor”) in writing of any claim for recovery, specifying in reasonable detail the nature of the Loss, the nature of the underlying claim, the section of this Agreement under which the claim arises and, which party in interest is responsible for the breach or failure to act, and the amount of the liability estimated to arise therefrom (provided that a failure by an Indemnified Party to deliver such notice as provided herein shall not relieve the Indemnity Obligor of its obligations under this Agreement except and only to the extent the Indemnity Obligor is actually prejudiced by such failure to give notice). The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Indemnity Obligor (which shall not be unreasonably withheld or delayed) unless a suit shall have been instituted against it and the Indemnity Obligor either (i) shall not have undertaken the defense of such suit after notification thereof or (ii) is demonstrably unable to undertake the defense of such suit or satisfy the claims arising thereunder. If the facts pertaining to a Loss arise out of the claim of any third party, or if there is any claim against a third party available by virtue of the circumstances of the Loss, the Indemnity Obligor may, by giving written notice to the Indemnified Party within fifteen (15) days following its receipt of the notice of such claim, elect to assume the defense or the prosecution thereof, including, without limitation, the employment of counsel, accountants, consultants or other experts at its cost and expense; provided, however, that during the interim the Indemnified Party shall use commercially reasonable efforts to protect against further damage or loss with respect to the Loss. The Indemnified Party shall have the right to employ counsel separate from counsel employed by the Indemnity Obligor in any such action and to participate therein, but the fees and expenses of such counsel shall be at the Indemnified Party’s own expense. Whether or not the Indemnity Obligor chooses so to defend or prosecute such claim, all the parties hereto shall cooperate in the defense or prosecution thereof.

26. Survival of Representations. Warranties and Agreements. All of the representations, warranties, and agreements contained herein shall survive the execution and delivery of this Agreement and the Closing hereunder and shall continue in full force and effect thereafter according to their respective terms or until the applicable statute of limitations, whichever is longer.

27. Access. Between the Effective Date and the Closing Date, and upon reasonable advance notice received from Purchaser, Seller shall afford Purchaser and its agents reasonable access to the Business to facilitate the transition of the Business operations from Seller to Purchaser. Purchaser shall not unreasonably interfere with the operations of the Business. In the event of the termination of this Agreement, all of Seller’s information shall remain confidential and not be used by Purchaser, its officers, directors, employees or agents, and all copies thereof shall be returned to Seller.

28. Licenses. Should Seller receive notice or become aware of any adverse actions or deficiencies in the maintenance of Seller's license, Seller's Home Health Provider Numbers and Agreements, Seller's accreditation, or any other license or certification necessary to operate the Business, Seller shall provide Purchaser with written notice within five (5) days of its receipt of such notices. Notwithstanding the foregoing, Purchaser shall be solely responsible for the operation by Purchaser of the Business after the Closing Date and any liabilities of Purchaser or the Business which arise out of Purchaser's operation of the Business after the Closing Date.

29. Allocation of Purchase Price. Seller and Purchaser agree to allocate the Purchase Price (and all other relevant amounts) among the Assets in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") and as set forth in Exhibit C attached hereto. Such allocation shall be binding on Seller and Purchaser and Seller and Purchaser shall use such allocation in satisfying any and all reporting requirements of the Internal Revenue Service ("IRS") and any state, local, or other taxing authority. Purchaser and Seller also each agree to file IRS Form 8594 in accordance with Section 1060 of the Code.

30. Miscellaneous Provisions.

(a) Notices; Demands; Requests. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile with confirmation of transmission by the transmitting equipment, (c) received by the addressee, if sent by certified mail, return receipt requested, or (d) received by the addressee, if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses or facsimile numbers set forth below (or to such other addresses or facsimile numbers as a party may designate by notice to the other parties):

As to Seller: Craven County Board of Commissioners
Attn.: Jack Veit, County Manager
406 Craven Street
New Bern, North Carolina 28560

With a copy to Jimmie B. Hicks, Jr.
(which shall not Sumrell Sugg Carmichael Hicks & Hart, P.A.
constitute notice): P.O. Box 889
New Bern, North Carolina 28563

As to Purchaser: PruittHealth Home Health, Inc.
Attn: Legal Department
1626 Jeurgens Court
Norcross, GA 30093

With a copy to Nelson Mullins Riley & Scarborough LLP
(which shall not Attn: Franklin Scott Templeton
constitute notice): 380 Knollwood – Suite 530

Any such addresses may be changed at any time upon written notice of such change sent by the means stated above, to the other party by the party effecting the change.

(b) Severability. If any one or more of the agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements, and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement, and this Agreement shall continue in force to the fullest effect permitted by law.

(c) State Law Controlling; Exclusive Venue. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to conflict of interest principles. Exclusive venue for any action, whether at law or in equity, shall be Craven County, North Carolina.

(d) Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and permitted assigns of the parties. Neither party may assign this Agreement without the prior written consent of the other.

(e) Entire Agreement. This Agreement and the other agreements between the parties referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof, and may not be changed, modified, or amended, except by an instrument in writing signed by the party against whom such change, modification, or amendment is asserted.

(f) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(g) Execution of Agreement; Counterparts. This Agreement may be executed and delivered in one or more counterparts (including, without limitation, by electronic, imaged or facsimile signatures and transmission), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the duly authorized officers of the parties hereof have executed this Agreement as of the date first written above.

SELLER:
CRAVEN COUNTY,
a North Carolina body politic and corporate

By: _____
Name: Mark F. Thomas
Its: Chairman of the Board of Commissioners

This Agreement has been reviewed as to legal form and adequacy.

By: _____
Name: Jimmie B. Hicks, Jr.
Its: County Attorney

The terms of this Agreement are in compliance with the requirements of the Local Government Fiscal Control Act.

By: _____
Name: Richard Hemphill
Its: County Finance Officer

PURCHASER:

By: _____
Name:
Its:

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